

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
EASTERN DIVISION

REGINA GORAM,

Plaintiff,

v.

MEADOWCRAFT, INC.

Defendant.

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

CASE NO. 3:06-cv-323-WKW

**ORDER**

The case is before the court on the parties' Joint Motion for Entry of Stipulated Judgment and Order of Dismissal With Prejudice (Doc. # 22). For the reasons stated below, the motion will be granted.

Regina Goram ("Goram") brought this action her employer, Meadowcraft, Inc. ("Meadowcraft"), pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201-219, to recover unpaid wages and overtime compensation owed her. Meadowcraft denied the allegations in the complaint. Goram and Meadowcraft represent that they have reached an agreement to resolve all claims in this case. They have negotiated and executed a Settlement Agreement and Release ("Agreement") that they believe to be fair and equitable. The parties filed the confidential Agreement under seal for the court's review.

Because the FLSA was enacted to protect workers from poor wages and long hours that can result from great inequalities in bargaining power between employers and employees, the FLSA's provisions are mandatory and generally are not subject to bargaining, waiver, or modification by contract or settlement. *See Brooklyn Savings Bank v. O'Neil*, 324 U.S. 697, 706 (1945). One exception to the prohibition on settlement is when, in an employee's private action for back wages

under 29 U.S.C. § 216(b), the district court reviews the parties's proposed settlement and, finding that the settlement is a "fair and reasonable resolution of a bona fide dispute over FLSA provisions," enters it as a stipulated judgment. *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1353-55 (11th Cir. 1982).

The court finds that Goram's claims include a bona fide dispute over FLSA provisions. Upon review of the Agreement, the court finds that the settlement is a fair and reasonable resolution of the bona fide disputes. Accordingly, it is ORDERED that:

1. The parties' Joint Motion for Entry of Stipulated Judgment and Order of Dismissal With Prejudice (Doc. # 22) is GRANTED;
2. The Agreement is approved;
3. Pursuant to the Agreement, this lawsuit is DISMISSED with prejudice, with the parties to bear their own costs and attorney's fees.

An appropriate judgment will be entered.

DONE this 17th day of April, 2007.

\_\_\_\_\_  
/s/ W. Keith Watkins  
UNITED STATES DISTRICT JUDGE